

## REMARKS

### INTRODUCTION

Claims 1-17 were previously pending and under consideration.

Claims 18-20 are added herein.

Therefore, claims 1-20 are now pending and under consideration.

Claims 1-17 are rejected.

No new matter is being presented, and approval and entry are respectfully requested.

### ENTRY OF AMENDMENT UNDER 37 CFR §1.116

Applicant requests entry of this Rule 116 Response because:

(a) the amendments were not earlier presented because the Applicant believed in good faith that the cited prior art did not disclose the present invention as previously claimed;

(b) the amendments of the claims should not entail any further search by the Examiner since no new features are being added or no new issues are being raised; and

(c) the amendments do not significantly alter the scope of the claims and place the application at least into a better form for purposes of appeal. No new features or new issues are being raised.

The Manual of Patent Examining Procedures sets forth in Section 714.12 that "any amendment that would place the case either in condition for allowance or in better form for appeal may be entered." Moreover, Section 714.13 sets forth that "the Proposed Amendment should be given sufficient consideration to determine whether the claims are in condition for allowance and/or whether the issues on appeal are simplified." The Manual of Patent Examining Procedures further articulates that the reason for any non-entry should be explained expressly in the Advisory Action.

## REJECTIONS UNDER 35 USC § 102

In the Office Action, at pages 2-6, claims 1-2, 6-8, 11-12, and 16-17 were rejected under 35 U.S.C. § 102 as anticipated by Schwab. This rejection is traversed and reconsideration is requested.

Schwab discusses a system for establishing a physical remote return location at which consumers who purchased goods online or via the telephone can return the purchased goods in person. (Schwab, 0008). More specifically, in Schwab, when a consumer purchases a product from an online merchant, the merchant ships the ordered product along with a ReturnCERT, which uniquely and securely identifies the purchased product as validly purchased. (Schwab, 0051). The merchant requests customer information from the consumer at the time of ordering. (Schwab, 0059). If the customer wants to return the product, the consumer can present the product and the ReturnCERT to the remote return location. (Schwab, 0052). The remote return location then scans the ReturnCERT and the product and transmits the scanned information to the merchant. (Schwab, 0052). The merchant compares the received scanned information and compares it to its own database of sold products. (Schwab, 0052). If the return request is legitimate, the merchant authorizes the remote return location to proceed with the return transaction. (Schwab, 0052). The remote return location then requests from the merchant the Return Parameters, which are conditions for the return. (Schwab, 0053). If the returned product and the ReturnCERT satisfy the Return Parameters, the remote return location notifies the merchant that the parameters have been satisfied. (Schwab, 0053). If the merchant accepts the return request, the merchant transmits an authorization to the remote return location to proceed with the return. (Schwab, 0054). At this point, the remote return location accepts the returned product from the consumer and issues some form of financial credit to the consumer. (Schwab, 0055).

Although Schwab discusses the merchant collecting personal information from the consumer at the time of ordering (Schwab, ¶ 0059), Schwab does not disclose or suggest receiving such information after the transaction is completed. Independent claims 1 and 7 recite "receiving purchase information, which comprises personal information of a purchaser of a second commodity and a second sales information, from the purchaser of the second commodity." As discussed in the January 7, 2004 Amendment, the collected first and second sales information in the present invention involve completed commodity transactions. (1-7-2004 Amendment, p. 10). Therefore, because Schwab only collects personal information from the

consumer at the time of ordering, Schwab cannot anticipate receiving purchase information that comprises both personal information and sales information from a purchaser, because the purchaser in Schwab does not have the sales information to convey at the time of ordering, which seems to be clearly prior to the transaction being completed.

Schwab also does not disclose or suggest storing the received purchase information as valid purchase information in a second storing part, as recited in independent claims 1 and 7. The rejection asserts that the transmission and display of the Credit Account 611 message in Schwab anticipates this feature of claims 1 and 7. (Office Action, p. 3-4). However, the transmission and display of the Credit Account 611 message, which is only illustrated in Figure 3 as "Credit Account," and which is not described in Schwab in any greater detail, would be interpreted by someone skilled in the art as being literally that which is illustrated and described, i.e., the transmission and display of the words "Credit Account" (Schwab, 0054, 0072). This is in contrast to claims 1 and 7, which recite that the purchase information "comprises personal information of a purchaser of a second commodity and a second sales information." Schwab's Credit Account 611 message is not the same as the purchase information of claims 1 and 7.

Withdrawal of the rejection of claims 1 and 7 is respectfully requested.

Independent claims 11, 16, and 17 recite first and second deal identifying information instead of first and second sales information. Although independent claims 11, 16, and 17 do not recite storing the purchase information, Schwab does not disclose or suggest receiving "second deal identifying information and personal information from a purchaser," as argued above. Therefore, Schwab does not disclose receiving or storing the purchase information of the claimed invention. Without disclosure of each and every element of the claimed invention, Schwab does not anticipate the claimed invention.

Withdrawal of the rejection of claims 11, 16, and 17 is respectfully requested.

### **REJECTIONS UNDER 35 USC § 103**

In the Office Action, at pages 6-9, claims 3-5, 9-10 and 13-15 were rejected under 35 U.S.C. § 103 as being unpatentable over Schwab in view of Rogers. This rejection is traversed and reconsideration is requested.

The rejection does not cite a motivation, provided from the prior art (but not from an advantage of the proposed combination itself), indicating why one skilled in the art would have wanted to combine Schwab and Rogers. Specifically, although both Schwab and Rogers discuss product returns, Rogers discusses returns directly to a merchant, whereas Schwab (as discussed above) discusses returns to a remote return location using a paper instrument (ReturnCERT). The obviousness rejection does not provide any concrete evidence from any reference of record why someone of ordinary skill in the art would have been motivated to combine return systems that have significantly different basic modes of operation.

## **DEPENDENT CLAIMS**

The dependent claims are deemed patentable due at least to their dependence from allowable independent claims. These claims are also patentable due to their recitation of independently distinguishing features. For example, claim 6 recites "transmitting to a computer operated by the purchaser a screen data that makes a browser program executed in the computer display a screen containing an input area for inputting the purchase information and an item for inputting an instruction to submit the purchase information in the input area to said server apparatus". This feature is not taught or suggested by the prior art. Withdrawal of the rejection of the dependent claims is respectfully requested.

## **NEW CLAIMS**

New claims 18-20 have been added to clarify aspects of the present invention.

For support of claim 20, see at least: Figure 1, showing a POS system or "Commodity Selling System"; a user terminal, and a computing system 1 of a commodity seller; Figure 3 showing electronic sale transactions; Figure 4, showing transacting of sales at the POS system; Figure 8, showing a process of the commodity seller's system acquiring or receiving electronic sale transactions; Figures 9-13 showing details of interaction between end purchaser and commodity seller; and S512 of Figure 13, showing storing together information about the sold commodity and the end purchaser's personal information. The cited prior art, alone and in combination, does not enable an end purchaser and a commodity seller to have an online exchange of information relating to a commodity that the end purchaser purchased from a

retailer who previously purchased the commodity from the commodity seller.

## CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

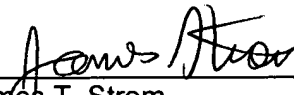
Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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Date: 28 April 2004

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